

EXHIBIT A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

AMYRIS, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 23-11131 (TMH)

(Jointly Administered)

Ref. Docket No. ____

**ORDER (A) AUTHORIZING REJECTION
OF EXECUTORY CONTRACTS EFFECTIVE AS OF THE
APPLICABLE REJECTION DATE; AND (B) GRANTING RELATED RELIEF**

Upon consideration of the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for the entry of an order (this “Order”): (a) authorizing the Debtors to reject the Contracts effective as of the Rejection Effective Date listed on **Schedule 1** annexed hereto; and (b) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and the United States District Court for the District of Delaware having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 pursuant to the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the Debtors’ notice of the Motion and opportunity for a hearing on the Motion were appropriate under

¹ A complete list of each of the Debtors in these Chapter 11 Cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.stretto.com/Amyris>. The location of Debtor Amyris Inc.’s principal place of business and the Debtors’ service address in these Chapter 11 Cases is 5885 Hollis Street, Suite 100, Emeryville, CA 94608.

² Capitalized terms used but not defined herein have the meanings ascribed to them in the Motion.

the circumstances and no other notice need be provided; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before the Court (the “Hearing”); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED** as set forth herein.
2. Pursuant to section 365 of the Bankruptcy Code, the Contracts, including any amendments, restatements, supplements, and associated statements of work associated with the Contracts, shall each be deemed rejected as of the Rejection Effective Date.
3. Within three (3) calendar days after entry of this Order, the Debtors will serve this Order on the counterparty to each Contract.
4. Counterparties to Contracts that are rejected pursuant to this Order must file a proof of claim relating to the rejection of such Contracts, if any, by the later of: (a) any applicable claims bar date established in these Chapter 11 Cases; or (b) 30 days after entry of this Order. The Debtors reserve all rights to contest any such claim and to contest the characterization of each Contract as executory or not, and to contest whether such Contract may have terminated prior to the Petition Date or otherwise, or may not have been effective prior to the Petition Date or otherwise.
5. The Debtors reserve their rights to assume, assign, or reject other executory contracts or unexpired leases, and nothing herein shall be deemed to affect such rights.
6. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission by the Debtors or the Committee

as to the validity of any claim against a Debtor entity; (b) a waiver of the Debtors' or the Committee's right to dispute any claim on any grounds; (c) a promise or requirement by the Debtors or the Committee to pay any claim; (d) an implication or admission by the Debtors or the Committee that any particular claim is of a type specified or defined in this Order or the Motion; (e) a request or authorization by any Debtor to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; or (f) a waiver or limitation of the Debtors' or the Committee's rights under the Bankruptcy Code or any other applicable law.

7. Notwithstanding the possible applicability of Rules 6004(g), 7062, or 9014 of the Federal Rules of Bankruptcy Procedure, or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

8. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

9. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

SCHEDULE 1

Rejected Contracts

	Counterparty	Counterparty Address	Debtor Entity	Contract ¹ Description	Rejection Effective Date
1.	24 Seven, Inc.	P.O. Box 71305, Philadelphia, PA 19176	Amyris, Inc.	Staffing Services Agreement	8/9/2023
2.	AccessBio LLC. & ImmunityBio Inc.	65 Clyde Rd. Ste A, Somerset, NJ 08873-3485	Amyris, Inc.	Limited Liability Company Agreement	8/9/2023
3.	Access to Advance Health Institute (fka Infectious Disease Research Institute)	1616 Eastlake Ave E Suite 400, Seattle, Wa 98102	Amyris, Inc.	Omnibus License Agreement	8/9/2023
4.	Access to Advance Health Institute (fka Infectious Disease Research Institute)	1616 Eastlake Ave E Suite 400, Seattle, Wa 98102	Amyris, Inc.	Collaboration Agreement	8/9/2023
5.	Alation, Inc	3 Lagoon Drive #300, Redwood City CA 94065 USA	Amyris, Inc.	Master Cloud Software License and Services Agreement	8/9/2023
6.	ALISON BROD MARKETING + COMMUNICATIONS, INC.	400 Park Ave S., New York, NY 10016	Amyris Clean Beauty, Inc.	Letter	8/9/2023
7.	Arch Salon & Suites	90 2nd Avenue North, Minneapolis, Minnesota 55401	Amyris Clean Beauty, Inc.	Product Sales Services Agreement	8/9/2023
8.	Aryaka Networks	1850 Gateway Drive, Suite 500, San Mateo	Amyris, Inc.	Services Agreement	8/9/2023
9.	Ascential Inc. (Formerly WGSN Inc.)	1801 Porter Street, Suite 300 Baltimore, MD 21230	Amyris, Inc.	Webinars and Advisory Services	8/9/2023
10.	AUTUMN COMMUNICATIONS, LLC	8322 Beverly Blvd #201, Los Angeles, CA 90048	Amyris Clean Beauty, Inc.	Statement of Work No. 4	8/9/2023
11.	AUTUMN COMMUNICATIONS, LLC	8322 Beverly Blvd #201, Los Angeles, CA 90048	Amyris Clean Beauty, Inc.	Statement of Work No. 3	8/9/2023

¹ For the avoidance of doubt, the listed Contracts, includes any amendments, restatements, supplements, and associated statements of work associated therewith, whether or not such amendments, restatements, supplements, and associated statements of work are listed in the schedule.

	Counterparty	Counterparty Address	Debtor Entity	Contract ¹ Description	Rejection Effective Date
12.	Baby Center LLC	114 Fifth Ave., 15th Floor New York, NY 10011	Amyris Clean Beauty, Inc.	Order Form	8/9/2023
13.	BabyCenter, L.L.C.	114 Fifth Ave., 15th Floor New York, NY 10011	Amyris Clean Beauty, Inc.	Addendum to Insertion Order	8/9/2023
14.	Be Sunshine Digital, LLC	10635 Santa Monica Blvd. Suite 350 Los Angeles, 90025	Amyris Clean Beauty, Inc.	Master Services Agreement	8/9/2023
15.	Berma LLC	524 Broadway, 9th FL, New York, NY 10012	Amyris Clean Beauty, Inc.	Master Services Agreement	8/9/2023
16.	Betts Recruiting, Inc.	270 Lafayette St #208, New York, NY 10012	Amyris, Inc.	Professional Search Agreement	8/9/2023
17.	Brilliant Formulations	Suite C 20630 S. Leapwood Avenue, Carson, CA 90746	Aprinnova, LLC	Services Agreement	8/9/2023
18.	Bureau Veritas Certification	16800 Greenspoint Park Drive, Houston, TX 77060	Amyris, Inc.	Proposal for Services	8/9/2023
19.	CONTRACTSAFE LLC	23823 Malibu Road Suite 50-197, Malibu CA 90265	Amyris, Inc.	Customer Agreement	8/9/2023
20.	Creative Circle, LLC	PO Box 74008799, Chicago IL, 60674	Amyris, Inc.	Letter Agreement	8/9/2023
21.	Cristina Genovese; Paula Connelly	101 S Ridgewood Rd, Greenbrae, CA 94904	Amyris, Inc.	Master Services Agreement	8/9/2023
22.	Dash Hudson Inc.	1668 Barrington Street Ste. 600, Halifax, NS B3J 2A2	Clean Beauty Collaborative, Inc.	Amyris - MSA & New Social Set	8/9/2023
23.	E*TRADE Financial Corporate Services, Inc.	PO Box 3512, Arlington, VA 22203	Amyris, Inc.	Statement of Work	8/9/2023
24.	E*TRADE Financial Corporate Services, Inc.	PO Box 3512, Arlington, VA 22203	Amyris, Inc.	Statement of Work for API Project Management Services	8/9/2023
25.	EVALULAB Inc.	5475 rue Pare, suite 206, Montreal (QC), H4P 1P7, Canada	Aprinnova, LLC	Service Contract	8/9/2023
26.	Helix Recruiting, Inc.	2383 Bear Hill Drive, Draper, UT 84020	Amyris, Inc.	Hourly Recruiting Agreement	8/9/2023
27.	HrQ-San Francisco, LLC	2859 Umatilla Street, Denver, CO 80211	Amyris, Inc.	Agreement for Services	8/9/2023

DOCS_DE:245453.1

DOCS_DE:245453.1 03703/004

	Counterparty	Counterparty Address	Debtor Entity	Contract ¹ Description	Rejection Effective Date
28.	Kelly Services Inc.	999 West Big Beaver Road, Troy, Michigan, DE 48084	Amyris, Inc.	Staffing Services Agreement	8/9/2023
29.	Kirk Palmer & Associates, Inc.	500 Fifth Avenue, New York, NY, 10110	Amyris, Inc.	Letter of Agreement	8/9/2023
30.	Labosphere	5 Rue de Setubal, 60000 Beauvais, France	Aprinova, LLC	Amendment No. 1 to Services Agreement	8/9/2023
31.	Love Social Media, LLC	14 Turtle Walk, Key Biscay, FL 33149	Amyris, Inc.	Consulting Agreement	8/9/2023
32.	LoveSocial	45 Broadway, #2230, New York, NY 10006	Amyris, Inc.	Services Agreement	8/9/2023
33.	Mariposa Leadership Inc.	37 Mars St., San Francisco CA, 94114	Amyris, Inc.	Proposal for Group Learning	8/9/2023
34.	Motherly, Inc.	PO Box 7734, Menlo Park, CA 94026	Amyris Clean Beauty, Inc.	Sponsored Content Agreement	8/9/2023
35.	MyMicrobiome AG	Alte Churerstrasse 45, FL-9496 Balzers, Liechtenstein	Aprinova, LLC	Testing and Seal of Quality License Agreement	8/9/2023
36.	Nant Africa LLC	2040 E Mariposa Ave, El Segundo, CA 90245	Amyris, Inc.	License Agreement	8/9/2023
37.	On Assignment Staffing Services, Inc.	26745 Malibu Hills Road, Calabasas, CA 91301	Amyris, Inc.	Employee Direct Hire Agreement	8/9/2023
38.	On Assignment Staffing Services, Inc.	26745 Malibu Hills Road, Calabasas, CA 91301	Amyris, Inc.	Staffing Agreement	8/9/2023
39.	OUTFRONT Media	2640 NW 17th Ln, Pompano, FL 33064	Amyris, Inc.	Advertiser Agreement	8/9/2023
40.	Outfront Media LLC	2640 NW 17th Ln, Pompano, FL 33064	Amyris, Inc.	Outfront Media Terms and Conditions of Advertising Service	8/9/2023
41.	Panavation	824 E Haley St. Santa Barbara, CA 93103	Aprinova, LLC	Consulting Agreement	8/9/2023
42.	Panavation	824 E Haley St. Santa Barbara, CA 93103	Aprinova, LLC	Statement of Work No. 17	8/9/2023
43.	Panavation	824 E Haley St. Santa Barbara, CA 93103	Aprinova, LLC	Statement of Work No. 18	8/9/2023

DOCS_DE:245453.1

DOCS_DE:245453.1 03703/004

	Counterparty	Counterparty Address	Debtor Entity	Contract ¹ Description	Rejection Effective Date
44.	Panavation	824 E Haley St. Santa Barbara, CA 93103	Aprinnova, LLC	Statement of Work No. 19	8/9/2023
45.	Panaya LTD	Haharash 6, Hod Hasharon, 4524079, Israel	Amyris, Inc.	Invoice Agreement	10/10/2023
46.	Panaya LTD	Haharash 6, Hod Hasharon, 4524079, Israel	Amyris, Inc.	Quote #: Q18052	10/10/2023
47.	Panaya LTD	Haharash 6, Hod Hasharon, 4524079, Israel	Amyris, Inc.	Purchase Order #10018668	10/10/2023
48.	Platinum Resources Group	17310 Red Hill Ave Ste 105, Irvine, California, 92614	Amyris, Inc.	Staffing Agreement	8/9/2023
49.	Poosh, LLC	21731 Ventura Blvd STE 300, Woodland Hills, CA 91364-1851	Amyris Clean Beauty, Inc.	Services Agreement	8/9/2023
50.	Poosh, LLC	21731 Ventura Blvd STE 300, Woodland Hills, CA 91364-1851	Amyris, Inc.	Services Agreement	8/9/2023
51.	Presidio Search Partner	5471 Tara Drive, Clayton, CA 94517	Amyris, Inc.	Staffing Agreement	8/9/2023
52.	PTS Staffing Solutions	50 California St 15th Floor, San Francisco, CA 94111	Amyris, Inc.	Staffing Agreement	8/9/2023
53.	QDiligence LLC	1600 Golf Road, Rolling Meadows, IL 60004	Amyris, Inc.	Questionnaire Service Subscription Agreement	8/9/2023
54.	Rakuten Marketing LLC	215 Park Ave S. FL9 New York, NY 10003	Amyris Clean Beauty, Inc.	Amendment to Order Form and Pricing Schedule	8/9/2023
55.	Rakuten Marketing LLC	215 Park Ave S. FL9 New York, NY 10003	Amyris Clean Beauty, Inc.	Advertising Amendment to the Order Form and Pricing Schedule	8/9/2023
56.	Rakuten Marketing LLC	215 Park Ave S. FL9 New York, NY 10003	Amyris Clean Beauty, Inc.	Advertising Affiliate Order Form and Pricing Schedule	8/9/2023
57.	Resource Options International, Inc.	Suite 1470 1187 Coast Village Road	Amyris, Inc.	Staffing Agreement	8/9/2023
58.	Right Management	100 Manpower Place, Milwaukee, WI 53212	Amyris, Inc.	Services Agreement	8/9/2023
59.	Sage Consulting Associates Inc.	49 Geary Street, Suite 402, San Francisco, CA 94108	Amyris, Inc.	Client Master Agreement	8/9/2023
60.	SKINNER LLC	20 W 22nd St., Suite 614, New York, NY 10010	Amyris Clean Beauty, Inc.	Amendment No. 1 to Statement of Work No. 2	8/9/2023

DOCS_DE:245453.1

DOCS_DE:245453.1 03703/004

	Counterparty	Counterparty Address	Debtor Entity	Contract ¹ Description	Rejection Effective Date
61.	The Prego Expo	1 Purlieu Pl Ste 292 Winter Park, FL, 32792	Amyris Clean Beauty, Inc.	Exhibitor Agreement	8/9/2023
62.	The Talener Group, Inc.	11 East 44th St Ste 1200, New York, NY 10017	Amyris, Inc.	Search Agent Agreement	8/9/2023
63.	TRI Princeton	601 Prospect Ave, Princeton, NJ 08540	Aprinnova, LLC	Master Services Agreement	8/9/2023
64.	Wodika Devine	25625 Southfield Rd. Suite 100, Southfield, MI 48075	Amyris Clean Beauty, Inc.	Sales Representation Agreement	8/9/2023
65.	Wodika Devine	25625 Southfield Rd. Suite 100, Southfield, MI 48075	Amyris, Inc.	Sales Representative Agreement	8/9/2023
66.	WPROMOTE LLC	2100 E. Grand Avenue, 1st Floor, El Segundo, CA 90245	Amyris, Inc.	Amendment No. 1 to the Master Service Agreement	8/9/2023
67.	Wpromote LLC	2100 E. Grand Avenue, 1st Floor, El Segundo, CA 90245	Amyris Clean Beauty, Inc.	Master Service Agreement	8/9/2023
68.	Wpromote LLC	2100 E. Grand Avenue, 1st Floor, El Segundo, CA 90245	Amyris, Inc.	Statement of Work #1	8/9/2023
69.	YOH Services, LLC	1500 Spring Garden St. Philadelphia, PA 19130	Amyris, Inc.	Staffing Agreement	8/9/2023
70.	Zulily, LLC	2601 Elliott Avenue, Suite 200, Seattle, WA 98121	Amyris Clean Beauty, Inc.	Supplemental Letter Agreement	8/9/2023
71.	Zulily, LLC	2601 Elliott Avenue, Suite 200, Seattle, WA 98121	Amyris, Inc.	Vendor Terms and Conditions	8/9/2023